

**Invitation to Bid xx-xx**  
**Network Equipment**  
**for the LPC Multi-Disciplinary Building**

**Bids Due:**  
**Xxxx xx, 2006 at 2:00 P.M.**

**Return Bids To:**  
**Andrew Howe, C.P.M., Manager, Purchasing & Warehouse Services**  
**Chabot-Las Positas Community College District**

*Invitation to Bid xx-xx CLPCCD Network Equipment for the LPC Multi-Disciplinary Building*

**5020 Franklin Drive  
Pleasanton, CA 94588**

**Telephone: (925) 485-5233**

**Fax: (925) 485-5253**

**Email: [ahowe@clpccd.cc.ca.us](mailto:ahowe@clpccd.cc.ca.us)**

# **INVITATION TO BID CLPCCD NETWORK EQUIPMENT FOR THE LPC MULTI-DISCIPLINARY BUILDING**

## **SECTION A – BACKGROUND AND REQUIREMENT**

CLPCCD is building a new Multi-Disciplinary Building on the Las Positas Campus in Livermore. This building will become a center for technology access with wired access from classrooms, computer labs, offices, lecture halls and meeting spaces. To provide this connectivity, CLPCCD will purchase new switching equipment to install in the Multi-Disciplinary Building.

In this document, CLPCCD is requesting sealed pricing bids from qualified vendors who can provide switch equipment configurations listed.

**The first requirement is that Bidders must submit bids for all equipment configurations listed herein (See Section D - Specifications and Scope of Products to be Provided).**

Bids must be addressed and delivered to and inquiries concerning the purchasing process are to be directed to the person listed on the cover page of this Bid.

All inquiries regarding the technical information are to be directed to Jeannine Methe at (925) 485-5213.

## **SECTION B – STANDARDS AND PURPOSE**

For several years, the CLPCCD network has been standardized on Cisco routers and switches. The purpose of this bid is to establish a purchase agreement between CLPCCD and the selected vendor to purchase the required network equipment compliant with the District Standards at competitive bid pricing.

Bidders are encouraged to investigate and provide all possible educational, quantity and other discounts.

## **SECTION C – NOTICE TO BIDDERS**

Notice is hereby given that the Board of Trustees of the Chabot-Las Positas Community College District, State of California, hereby calls for sealed bids to be delivered to the Manager, Purchasing and Warehouse Services, 5020 Franklin Drive, Pleasanton California 94588 on XXX XX, 2006 at 2:00 p.m. at which time and place the bids will be opened for the CLPCCD Network Equipment for the MDEB. Faxed or E-mailed bids will not be accepted.

Bids shall be presented in accordance with the specifications for the same, which are on file with the Manager, Purchasing and Warehouse Services Department at the office address listed above.

Inquiries regarding this bid should be directed to the Purchasing Manager at (925) 485-5233, or fax (925) 485-5253. Reference Bid No. XX-XX on all inquiries.

The Board of Trustees reserves the right to reject any and all bids or any and all items of such bids.

This bid shall also be subject to any and all applicable laws, regulations and standards.

#### **SECTION D - SPECIFICATIONS AND SCOPE OF PRODUCTS TO BE PROVIDED**

CLPCCD has specified an equipment list built around Cisco network equipment that will meet the long-term needs of the LPC Multi-Disciplinary Building. A summary of the equipment list is shown below and the equipment location is provided for reference only.

| <b>Switch Type</b>         | <b>Quantity</b> | <b>Locations Deployed</b> |
|----------------------------|-----------------|---------------------------|
| Backbone switch (4506)     | 1               | Room 175                  |
| High Density switch (4506) | 1               | Room 129                  |
| High Density switch (4506) | 1               | Room 181                  |

The Bid Forms in Section E include the detailed switch configurations and related accessories with quantities that must be bid for “Configuration 1 through 3”. The equipment configurations in the lists are intended as a complete solution. Any item not specifically called for in the equipment list, but normally required for a complete system, should be separately noted in the Optional Table of Section E Bid Forms and these items should be considered as part of the complete solution.

Refer to Equipment Special Support Requirements in Section F for the 3-year Smartnet Support requirements to be bid as part of the product price in “Configurations 1 through 3”.

**Bidders must complete all “Bid Forms” in Section E and substantially conform to the configurations. Separate bid forms are provided for each equipment type in “Configurations 1 through 3”.**

**SECTION E – BID FORMS AND SIGNATURE FORM**

**BID FORM SWITCH CONFIGURATION #1: 4506 BACKBONE SWITCH ROOM 175**

**Bidder Name:** \_\_\_\_\_

**TABLE #1A (REQUIRED TO COMPLETE):**

| <b>ROOM 175 SWITCH</b>          | <b>PART NUMBER</b> | <b>QUANTITY</b> | <b>SUPPLIED STANDARD YES OR NO?</b> | <b>IF “NO” IN PRIOR COLUMN, PROVIDE SUBSTITUTION CONFIGURATION BELOW</b> |
|---------------------------------|--------------------|-----------------|-------------------------------------|--|
| CISCO 4506 CHASSIS              | WS-C4506           | 1               |                                     |  |
| 1300W POWER SUPPLY              | PWR-C45-1300ACV    | 1               |                                     |  |
| 1300W POWER SUPPLY              | PWR-C45-1300ACV/2  | 1               |                                     |  |
| POWER CORD                      | CAB-7513AC         | 2               |                                     |  |
| SUPERVISOR II-PLUS              | WS-X4013+          | 1               |                                     |  |
| 48-PORT 10/100/1000 POE BOARD   | WS-X4548-GB-RJ45V  | 2               |                                     |  |
| 48-PORT 10/100/1000 BOARD       | WS-X4548-GB-RJ45   | 2               |                                     |  |
| 6-PORT 10/100/1000 POE OR SFP   | WS-X4506-GB-T=     | 1               |                                     |  |
| IOS IP BASIC WITH 3DES          | S4KL3K9-12225EWA   | 1               |                                     |  |
| 1000BASELX/LH GBIC              | WS-G5486           | 1               |                                     |  |
| 1000BASESX SFP                  | GLC-SX-MM          | 2               |                                     |  |
| 3-YEAR 8X5XNBD SMARTNET SUPPORT |                    | 3               |                                     |  |

**CONFIGURATION #1A SUBTOTAL PRICE:** \_\_\_\_\_

**BID FORM SWITCH CONFIGURATION #1: 4506 BACKBONE SWITCHES (cont'd)**

**Bidder Name:** \_\_\_\_\_

**TABLE #1B (OPTIONAL FOR ADDITIONAL ITEMS IF ANY: Complete if additional items are not specifically called out in Table #1A, but normally are required for a complete system, so separately note these items here.)**

| ROOM 175 SWITCH | PART NUMBER | QUANTITY | SUPPLIED<br>STANDARD<br>YES OR<br>NO? | IF "NO" IN PRIOR COLUMN,<br>PROVIDE SUBSTITUTION<br>CONFIGURATION BELOW |
|-----------------|-------------|----------|---------------------------------------|---|
|                 |             |          |                                       |   |
|                 |             |          |                                       |   |

**CONFIGURATION #1B SUBTOTAL PRICE:** \_\_\_\_\_

**SWITCH CONFIGURATION #1 (1A+1B) TOTAL PRICE:** \_\_\_\_\_

**BID FORM SWITCH CONFIGURATION #2: 4506 HIGH DENSITY STATION SWITCHES**

**Bidder Name:** \_\_\_\_\_

**TABLE #2A (REQUIRED TO COMPLETE):**

| <b>ROOM 129/181 SWITCHES</b>    | <b>PART NUMBER</b> | <b>QUANTITY</b> | <b>SUPPLIED STANDARD YES OR NO?</b> | <b>IF "NO" IN PRIOR COLUMN, PROVIDE SUBSTITUTION CONFIGURATION BELOW</b> |
|---------------------------------|--------------------|-----------------|-------------------------------------|--|
| CISCO 4506 CHASSIS              | WS-C4506           | 2               |                                     |  |
| 1300W POWER SUPPLY              | PWR-C45-1300ACV    | 2               |                                     |  |
| 1300W POWER SUPPLY              | PWR-C45-1300ACV/2  | 2               |                                     |  |
| POWER CORD                      | CAB-7513AC         | 4               |                                     |  |
| SUPERVISOR II-PLUS              | WS-X4013+          | 2               |                                     |  |
| 48-PORT 10/100/1000 POE BOARD   | WS-X4548-GB-RJ45V  | 4               |                                     |  |
| 48-PORT 10/100/1000 BOARD       | WS-X4548-GB-RJ45   | 6               |                                     |  |
| IOS IP BASIC WITH 3DES          | S4KL3K9-12225EWA   | 2               |                                     |  |
| 1000BASESX GBIC                 | WS-G5485           | 2               |                                     |  |
| 3-YEAR 8X5XNBD SMARTNET SUPPORT |                    | 2               |                                     |  |

**CONFIGURATION #2A SUBTOTAL PRICE:** \_\_\_\_\_

**BID FORM SWITCH CONFIGURATION #2: 4506 HIGH DENSITY SWITCHES (cont'd)**

**Bidder Name:** \_\_\_\_\_

**TABLE #2B (OPTIONAL FOR ADDITIONAL ITEMS IF ANY: Complete if additional items are not specifically called out in Table #2A, but normally are required for a complete system, so separately note these items here.)**

| ROOM 129/181 SWITCHES | PART NUMBER | QUANTITY | SUPPLIED<br>STANDARD<br>YES OR<br>NO? | IF "NO" IN PRIOR COLUMN,<br>PROVIDE SUBSTITUTION<br>CONFIGURATION BELOW |
|-----------------------|-------------|----------|---------------------------------------|---|
|                       |             |          |                                       |   |
|                       |             |          |                                       |   |

**CONFIGURATION #2B SUBTOTAL PRICE:** \_\_\_\_\_

**SWITCH CONFIGURATION #2 (2A+2B) TOTAL PRICE:** \_\_\_\_\_

**BID FORM SWITCH CONFIGURATION #3: SWITCH ACCESSORIES**

**Bidder Name:** \_\_\_\_\_

**TABLE #3A (REQUIRED TO COMPLETE):**

| <b>SWITCH ACCESSORIES</b>  | <b>PART NUMBER (NON-CISCO)</b> | <b>QUANTITY</b> | <b>SUPPLIED STANDARD YES OR NO?</b> | <b>IF "NO" IN PRIOR COLUMN, PROVIDE SUBSTITUTION CONFIGURATION BELOW</b> |
|--|--------------------------------|-----------------|-------------------------------------|--|
| SIX (6) FOOT, CATEGORY 6 PATCH CORD, WHITE                       | N/A                            | 100             |                                     |  |
| TEN (10) FOOT CATEGORY 6 PATCH CORD, WHITE                       | N/A                            | 100             |                                     |  |
| TWELVE (12) FOOT CATEGORY 6 PATCH CORD, WHITE                    | N/A                            | 100             |                                     |  |
| FIVE (5) FOOT CATEGORY 6 PATCH CORDS, GREY                       | N/A                            | 200             |                                     |  |
| SIX (6) FOOT, CATEGORY 6 PATCH CORD, GREY                        | N/A                            | 100             |                                     |  |
| TEN (10) FOOT CATEGORY 6 PATCH CORD, GREY                        | N/A                            | 100             |                                     |  |
| TWELVE (12) FOOT CATEGORY 6 PATCH CORD, GREY                     | N/A                            | 100             |                                     |  |
| 9 OUTLET, 1U, RACK MOUNT POWER CONDITIONERS, 20 AMP INPUT/OUTPUT |                                | 10              |                                     |  |

**CONFIGURATION #3A SUBTOTAL PRICE:** \_\_\_\_\_

**BID FORM SWITCH CONFIGURATION #5: FIBER PATCH CORDS (cont'd)**

**Bidder Name:** \_\_\_\_\_

**TABLE #3B (OPTIONAL FOR ADDITIONAL ITEMS IF ANY: Complete if additional items are not specifically called out in Table #3A, but normally are required for a complete system, so separately note these items here.)**

| <b>SWITCH ACCESSORIES</b> | <b>PART NUMBER</b> | <b>QUANTITY</b> | <b>SUPPLIED STANDARD YES OR NO?</b> | <b>IF "NO" IN PRIOR COLUMN, PROVIDE SUBSTITUTION CONFIGURATION BELOW</b> |
|---------------------------|--------------------|-----------------|-------------------------------------|--|
|                           |                    |                 |                                     |  |
|                           |                    |                 |                                     |  |

**CONFIGURATION #3B SUBTOTAL PRICE:** \_\_\_\_\_

**SWITCH CONFIGURATION #3 (3A+3B) TOTAL PRICE:** \_\_\_\_\_

**BID FORM SUMMARY**

**Bidder Name:** \_\_\_\_\_

**SWITCH CONFIGURATION #1 TOTAL PRICE:** \_\_\_\_\_

**SWITCH CONFIGURATION #2 TOTAL PRICE:** \_\_\_\_\_

**SWITCH CONFIGURATION #3 TOTAL PRICE:** \_\_\_\_\_

**GRAND TOTAL:** \_\_\_\_\_

**DESCRIBE HOW SALES TAX AND SHIPPING COSTS ARE PROPERLY APPLIED TO THE ABOVE.**

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**SIGNATURE FORM**

**TO: CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT,** a California Community College District, acting by and through its Board of Trustees (the "District"), 5020 Franklin Dr., Pleasanton, CA 94588.

**FROM:**

\_\_\_\_\_  
(Firm Name of Bidder)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone/Telecopier)

\_\_\_\_\_  
(Name(s) of Bidder's Authorized Representative(s))

**1. Bid.**

**1.1 Bid Amounts.** The undersigned Bidder proposes and agrees to provide the equipment, materials, and related documentation required for the bid described as: CLPCCD Network Equipment for the LPC MDEB Building in the amounts listed on the Bid Forms. The bid amounts are exclusive of any State of California or local sales or use. The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid.

**1.3 Acknowledgment of Bid Addenda.** In submitting this Bid, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

**Addenda Nos.** \_\_\_\_\_ received,  
acknowledged and incorporated into this Bid. **(initial)** \_\_\_\_\_

**2. Documents Accompanying Bid.** The Bidder has submitted with this Bid the following: (a) Non-Collusion Affidavit; (b) Bid Forms; (c) Bid Signature Form; (d) and Drug-Free Workplace Certification. The Bidder acknowledges that if this Bid and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice Calling for bids, the Instructions for bidders

and in each of the foregoing documents, the Bid may be rejected as non-responsive.

The Bidder acknowledges that if this Bid and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid may be rejected as non-responsive.

3. **Award of Contract.** It is the intent of the District to issue a Purchase Order(s). It is expected that the successful contractor(s) will meet all requirements of this bid and purchase order.
4. **Acknowledgement and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the business requirements, specifications and other contract documents pertaining to this bid. The undersigned Bidder certifies that the contract documents are, in its opinion, adequate, feasible and complete. The undersigned bidder certifies that it has, all necessary equipment, personnel, materials, technical and financial ability to complete the Work for the amount bid herein within the Contract time and in accordance with the Contract Documents.

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

**SECTION F – EQUIPMENT SPECIAL SUPPORT REQUIREMENTS**

In addition to the hardware and software listed in the Bid Forms in Section E, the price must include a minimum of a three-year support contract. The support shall include unlimited telephone configuration assistance and parts replacement according to the service levels defined in the table below.

**The three years of SmartNET hardware and software maintenance must be in accordance with the following:**

Hardware support

|               |                        |
|---------------|------------------------|
| 4506 switches | 8-5, M-F, NBD response |
|---------------|------------------------|

Software support

|   |  |
|---|--|
| Firmware/software upgrades                    | Unlimited                                  |
| Urgent telephone configuration support        | Unlimited, 24 x 7 access for 4506 switches |
| General configuration/informational questions | Unlimited                                  |

Replacement parts will be delivered to the campus requiring the service. The Location is:

Las Positas College  
3033 Collier Canyon Rd.  
Livermore, CA 94551  
Please view the web site for general campus information: [www.laspositascollege.edu](http://www.laspositascollege.edu).

**INSTALLATION ASSISTANCE**

This Bid does not include any services for installation or configuration assistance.

**SECTION G - SHIPPING/HANDLING AND DELIVERY SCHEDULE**

The network equipment will be ordered to meet the specific installation dates for the college. Therefore, it is imperative and required that the selected bidders(s) provide a designated customer support representative work closely with the Information Technology Services (ITS) staff to ensure orders can be delivered on the dates specified. Bidder shall provide a statement as to how they will comply with this requirement. Bidder shall provide a statement as to its compliance with this section via value added services such as web based order/shipment tracking; web based records of equipment specifications ordered and history database on each system purchased by CLPCCD.

Orders require an Authorized District Purchase Order and will be placed via email, fax or phone or U.S. Mail from CLPCCD's Purchasing Department. Contractor shall deliver

units to CLPCCD in compliance with the delivery schedule to meet implementation in February of 2007.

Bidders are required to provide their best estimate for a delivery schedule that will achieve this deployment schedule. Bidders must allow a two-week window preceding production deployment for burn-in and configuration.

It is required that contractor provide expedited delivery when the needs of CLPCCD so dictate. Bidders must provide a statement indicating that they comply with this requirement and further describe the scenario of a typical occurrence of expediting the delivery of systems ordered.

All Bids must indicate the method to be used to deliver systems as ordered by CLPCCD (Ex., company owned truck, UPS, common carrier, or other).

All shipments shall be made FOB: destination, Freight: prepaid.

## **SECTION H - INSTRUCTIONS TO BIDDERS**

Three (3) copies of the bid must be submitted. Bids must be addressed and delivered no later than 2:00 PM. PST, XXX x, 2006. Please plan deliveries accordingly. Deliver bids to:

Andrew Howe, C.P.M.  
Purchasing Manager  
Chabot-Las Positas Community College District  
District Office  
5020 Franklin Drive  
Pleasanton, CA 94588

### **GENERAL INSTRUCTIONS:**

1. Bids received after the deadline for closing will be returned unopened unless necessary for identification purposes. CLPCCD is not responsible for mail/messenger delays.
2. The District reserves the right to conduct discussions with all bidders, including the bidder(s) who appear(s) to have been selected, to request or require clarification, additional information or additional documentation prior to an official award(s). An oral presentation prior to awards(s) may be required by the District.
3. Any information considered to be proprietary by the bidder shall be marked or stamped "Proprietary Information." Pricing information will not be considered proprietary.
4. Award: The award shall be made to the responsible bidder(s) providing the lowest responsive bid. The award will be in accordance with CLPCCD Board Policy and Procedures and State of California Education Code including but not limited to Section 81645.
5. Format: Bids must be submitted on the CLPCCD Bid Forms and Bid Signature provided in Section E and with other submittals that meet both format and content requirements listed herein.
6. Bidders may be required to provide the District with two (2) each of the specified systems for evaluation and inspection for a period up to one week.
7. The District reserves the right to reject any or all bids of any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it is determined to be in the District's best interest.
8. The successful bidder(s) is expected to enter into a Standard Agreement approved by the Board of Trustees of CLPCCD, which includes the Standard Purchase Order Terms and Conditions which are included herein (see Section K).

### **ADDITIONAL INSTRUCTIONS - COSTS**

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1. The District seeks prices based on special discounts and trade-ins of existing aged equipment. Bidders shall provide a statement as to the method of pricing used such as unit cost plus profit structure or other suitable pricing formula.
2. Contractor must agree to notify the District of any part(s) modification(s) or substitution(s). The District reserves right of refusal and will return all unauthorized substitutions.

## **SECTION I – DETERMINATION OF RESPONSIBLE BIDDER AND REONSIVE BID**

In order to be determined as a responsible bidder submitting a responsive bid, bidders must comply with all requirements in all sections of this bid, including provision of the following information:

1. A cover letter signed by the firm's authorized principal agent, which includes the bidder's understanding of the products, their warranty and the services to be provided and a general statement asserting why this firm should be selected.
2. Provide proof your company has been in business for the past 3 years.
3. Provide proof of your company's continued financial growth during the past 3 years.
4. Provide Annual Gross Sales Reports during the past 3 years.
5. Provide the names and phone numbers of other purchasing professionals from 3 different customers who have purchased similar switching equipment from your company.

## SECTION J - STANDARD PURCHASE ORDER TERMS AND CONDITIONS

**Chabot Las Positas Community College District  
Purchase Order Terms & Conditions  
For Purchase Order # \_\_\_\_\_**

This Agreement is made by and between \_\_\_\_\_ ("Seller") and the Chabot-Las Positas Community College District (District) as of \_\_\_\_\_, 20\_\_ for the purchase of Personal Computers and Peripheral Equipment, Chabot College and Las Positas College, as follows:

1. **Entire Agreement:** The following terms and conditions, together with such terms as are set forth in this Purchase Order ("Order"), such plans, specifications or other documents as are incorporated by reference in the Purchase Order, and any amendments in any subsequent authorized writing from District, shall constitute the entire contract between the District and Seller and shall supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. If performance specifications, technical product descriptions or other similar descriptive materials submitted by Seller in connection with the Order have been incorporated by reference in the Purchase Order these shall not be deemed to supersede any contrary requirements of District, but to the extent that such materials are not inconsistent with District's requirements, they shall constitute a part of the basis of this agreement.
2. **Payment:** Payment terms are as set forth in the Purchase Order. . If no terms are specified, the net amount shall be payable within 30 days after the later of (i) delivery and acceptance of goods or other performance conforming with the terms of this Order or (ii) invoicing. Except as otherwise provided in the Purchase Order the price includes all applicable Federal, State and local taxes and duties. All Federal, State and local taxes and duties shall be separately itemized on any invoices. Seller assigns to District all rights to refunds of sales and use taxes paid in connection with this Order and agrees to cooperate with District in the processing of any refund claims.
3. **Changes:** District may make changes to this Order, including drawings and specifications for specially manufactured goods and place of delivery, by giving written notice to Seller. If such changes affect the cost of or the time required for performance of this Order, an equitable adjustment in the price or date of delivery or both shall be made. No change by Seller is allowed without written approval of District. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Article excuses Seller from delivering the goods and services described in this Order. Except as otherwise provided herein, no other supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.
4. **Time:** If delivery or completion dates cannot be met, Seller shall inform District immediately. Such notice shall not, however, constitute a change to the delivery or completion terms of this Order unless District modifies this Order in writing. If any item is not received or if any element of the work is not completed by the date specified, the District, at District's option and without prior notice to Seller may either approve a revised date or may cancel this Order and may obtain such goods or work elsewhere and in either event the Seller shall be liable to the District for any resulting loss incurred by the District. Seller's sole remedy for a delay caused by District shall be an extension in the time for Seller's performance equal to the duration of District's delay. Seller shall not be liable for damages resulting from Seller's failure to deliver or complete, or for delays in delivery or completion occasioned by strikes, lock-outs, fires, war or acts of God. **TIMING OF DELIVERY AND/OR PERFORMANCE OF THE WORK IS OF THE ESSENCE OF THIS ORDER.**

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5. **Improper Performance:** In addition to other remedies provided by law, District reserves the right to reject any goods or to revoke any previous acceptance and to cancel all or any part of the Order if Seller fails to deliver all or any part of the goods or perform any of the work in accordance with the terms and conditions of this Order. Acceptance of any part of the Order shall not bind the District to accept any future shipments or work nor deprive it of the right to return goods already accepted. At District's option, all disputes arising in connection with this Order shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, except that each party shall have the discovery rights established by the California Code of Civil Procedure.

6. **Cancellations:** The District may cancel this Order in whole or in part, for no cause, upon written or fax notice to the Seller, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery date specified on the face of this Order.

In addition, the District may cancel this Order in whole or in part at any time for cause by written or fax notice to the Seller, effective when sent, in the event that Seller: (a) fails to comply with any term or condition of this Order including, but not limited to, delivery terms; or (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or (c) files a voluntary petition in bankruptcy; or (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or (e) voluntarily ceases trading; or (f) merges with or is acquired by a third party; or (g) assigns any of its rights or obligations under the Order to a third party without the District's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies, which the District may have in law or in equity, the District may also cancel this order or any outstanding deliveries hereunder by notifying Seller in writing of such cancellation. Seller shall thereupon transfer title and deliver to the District such work in progress or completed material as may be requested by the District. The District shall have no liability to Seller beyond payment of any balance owing for materials purchased hereunder and delivered to and accepted by the District prior to the Seller's receipt of the notice of termination, and for work in progress requested for delivery to the District.

7. **Rescheduling:** The District may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the Order defer delivery on any or every item under said Order by giving oral notice to the Seller (confirmed in writing within ten (10) working days) of any necessary rescheduling.

8. **Warranty:** The goods and services furnished shall be exactly as specified in the Order, and shall be free from all defects in design, workmanship and materials. The goods and services are subject to inspection and test by the District at any time and place. If the goods and services furnished are found to be defective, the District may reject them, or require Seller to correct them without charge, or require a reduction in price, which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by the District, the District may terminate this Order in whole or in part. Seller bears all risks as to rejected goods and services. Seller shall reimburse the District for all transportation costs, other related costs incurred, and overpayments in respect of the neglected goods and services. These express warranties shall not be waived by reason of acceptance or payment by the District. This Order incorporates by reference all terms of the Uniform Commercial Code as adopted in the State of California providing any protection to the District, including but not limited to all warranty protection (express or implied) and all of the District's remedies under the UCC. All goods and work shall also be subject to any stricter warranties specified in the Data Sheet or in other materials incorporated by reference.

9. **Risk of Loss:** Unless the Order expressly states otherwise, all goods shall be shipped FOB the "Ship to" location designated in the Purchase Order. Risk of loss shall not pass to District until goods called for in this Order actually have been received and accepted by the District at the destination specified herein. Seller assumes full responsibility for packing, crating, marking, transportation and

liability for loss and/or damage even if District has agreed to pay freight, express or other transportation changes.

10. **Electronic/Facsimile Transmission:** If this Order is transmitted by telecopier or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to the Seller, but only if the Transmit Terminal Identification on the Purchase Order correctly includes the notation "Chabot-Las Positas Community College District," "Chabot Community College," or "Las Positas Community College".
11. **Hold Harmless:** From and after the date of this Order, the Seller agrees to indemnify, defend and hold harmless the District from any and all claims, regardless of by whom such claim or claims may be asserted, for personal injury or property damage or otherwise that may result directly or indirectly from the use, possession or ownership of the goods or from the services provided by Seller pursuant to this Order.
12. **Assignment/Subcontracting:** Neither party shall have any right to assign this Order or any benefits arising from this Order without prior written consent of the other and, unless otherwise agreed upon in writing, the rights of any assignee shall be subject to all set-offs, counterclaims, and other comparable rights arising hereunder. Seller shall not, except in the case of raw materials (including castings, forgings, and rough welded structures) or standard commercial goods or except as otherwise agreed in writing by the District, delegate or subcontract the work on any item of material or service to be delivered or performed under this Order.
13. **Shipping, Packaging and Labeling:** All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the District's packaging specification. The Seller shall mark on all containers, handling and loading instructions, shipping information, part number, purchase order number and item number, quantity in box, shipment date, and names and addresses of the Seller and the District. An itemized packing list must accompany each shipment. Each packing slip shall include; this Order number, quantity, item description, order date, shipping date and delivery address, but shall not include pricing information.
14. **Notification of Hazardous Products:** The Seller hereby agrees to notify the District of any inherent hazard related to any materials or goods being purchased herein that would expose the hazard during handling, transportation, storage, use, resale, disposal or scrap. Said notice shall be sent to the District's Director of Purchasing and shall specify the product name and part number, the nature of the hazard, proper precautions that must be undertaken by the District or others and any additional information that the District should reasonably expect to know to protect its interest.  
  
All shipments of hazardous materials under this Order shall comply with current U.S. Department of Transportation (DOT) regulations as published in 49 CFR 100-199, and the labeling shall meet the current U. S. Occupational Safety and Health Administration (OSHA) regulations as published in 29 CFR 1910. 1200, for the transporting and labeling of hazardous materials. Material Safety Data Sheets (MSDS) shall be supplied with the first shipment of all hazardous materials, and these sheets shall be resubmitted if any changes or updates, as required, are made.
15. **Work On-Site:** The following additional conditions will apply if work is to be performed by the Seller at any of District's locations.
  - a. All persons furnished by Seller shall be deemed Seller's employees or agents and Seller shall comply with all applicable statutes regarding worker's compensation, employer's liability, unemployment compensation, and/or old age benefits and all other applicable laws relating to or affecting the employment of labor.
  - b. Seller shall indemnify, hold harmless and defend District from any and all claims and

liabilities for injuries or death and also for any and all claims and liabilities arising out of loss or damage to property, caused by or resulting from the performance of the work covered hereby.

- c. Seller shall at all times during the term of this Agreement, or any extension thereof, maintain comprehensive general liability insurance coverage in the amount of \$1,000,000 per occurrence and in the aggregate for all claims made during any one policy year. Seller shall, upon request of the District, provide proof that the services provided are covered under its policy and that the District is named or fully covered as an additional insured.
- d. Seller agrees to comply fully with all provisions of all applicable workers' compensation insurance laws, and shall procure and maintain in full force and affect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Seller performing this Agreement files a worker's compensation claim against the District, Seller agrees to defend and hold the District harmless from such claim.
- e. The work shall be performed in a first class and workmanlike manner by qualified and efficient workers who shall not cause labor conflicts with any workers employed by the District or others working at District's facilities. The work shall be performed in strict conformity with the strictest quality standards mandated and/or recommended by all generally recognized organizations establishing quality standards for work of the type to be performed hereunder. Seller shall be solely responsible for controlling the manner and means by which it and its employees perform labor and services and it shall observe, abide by and perform all of its obligations in accordance with all legal requirements. Without limiting the foregoing, Seller shall control the manner and means of the labor and services so as to perform the work in a reasonably safe manner and comply fully with all applicable codes, regulations and requirements imposed or enforced by any government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, including without limitation the National Fire Protection Association, for work of the type to be performed hereunder. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Order shall govern.
- f. Seller is responsible for securing all applicable licenses and permits and compliance therewith and the price shall be deemed to include the cost of these items.
- g. The site shall be kept free of waste and, on completion, left "broom clean." In case of dispute District may remove waste at Seller's expense.
- h. If requested, Seller shall furnish satisfactory evidence of the kind, quality and quantity of labor and materials used or to be used.
- i. The Seller, for itself and for all subcontractors and material men, agrees that no mechanic's lien or other claim shall be filed or maintained by the Contractor or by any subcontractor, material man, laborer or any other person, whatsoever, for or on account of any work done or materials furnished under this Order. This agreement shall be an independent contract and the Seller shall execute and deliver to District a separate Waiver of Liens (in form and substance satisfactory to the District).
- j. In every subcontract entered into by the Seller after the execution and delivery of this Order or in connection herewith, the Seller shall incorporate a provision, similar to the foregoing paragraph, to the effect that neither the subcontractor nor any party acting through or under him shall file or maintain any mechanic's lien or other claim against the District in

connection with the work to be performed hereunder.

16. **Non-Discrimination in Employment:** In connection with the performance of work under this Order, the Seller agrees that it will not unlawfully discriminate on the basis of race, color, religion, gender, national origin, age or medical condition, sexual orientation or marital status or any other characteristic protected by law in the delivery of programs or services set forth herein. In the event of the Seller's non-compliance with the non-discrimination clauses of this Order or with any of the said rules, regulations, or orders, this Order may be cancelled, terminated or suspended in whole or in part and the Seller may be declared ineligible for further District contracts as provided by law.
17. **Compliance with Laws and Regulations:** The Seller represents and warrants to District that Seller and its employees, agents, and any subcontractors have filed all certifications and have obtained all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required in connection with this Order.
18. **Waiver:** A waiver of any breach or any of the covenants, terms or provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other covenant, term or provision.
19. **Termination for Convenience:** District may terminate this Order at any time without incurring liability to Seller for lost profits or any other costs other than the value of conforming work completed on site or goods delivered.
20. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
21. **Venue:** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
22. **No Third Party Beneficiaries:** Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to anyone other than the Parties to this Agreement. No one is an intended third-party beneficiary of this Agreement.
23. **Attorney's Fees:** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
24. **Captions:** The captions used herein as headings of the various paragraphs and subparagraphs hereof are for convenience only, and the parties agree that such captions are not to be construed as a part of the Agreement or to be used in determining or construing the intent or context of this Agreement.
25. **Counterparts:** This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original.
26. **Severability:** If any of the provisions or portions thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.

# NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and says that I am  
(Typed or Printed Name)

The \_\_\_\_\_ of \_\_\_\_\_, the party submitting  
(Title) (Bidder Name)

the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
(City, County and State)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code and Telephone Number)

*ATTACHMENT B*

**DRUG-FREE WORKPLACE CERTIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of  
(Print Name) (Title)  
\_\_\_\_\_. I declare, state and certify to all of the following:  
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - (i) The dangers of drug abuse in the workplace;
    - (ii) Contractor's policy of maintaining a drug-free workplace;
    - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded

herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_ this \_\_\_\_ day of  
(City and State)  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Handwritten or Typed Name)